

09-28-1998



To the Honorable Commissioner of Patents &

100786331

original documents or copy thereof.

1. Name of conveying party(ies):
Home Buyers Resale Warranty Corporation
2675 South Abilene Street
Auroro, CO 80014

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Colorado
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Wachovia Bank, N.A.
Internal Address: Attn: Specialized Finance
Street Address: 191 Peachtree Street
City Atlanta State GA ZIP 30303

Individual(s) citizenship
 Association National Bank
 General Partnership
 Limited Partnership
 Corporation-State
 Other

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 17, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignments)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)

Additional numbers attached? Yes No

1,495,354

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Pamela Allen
Internal Address: King & Spalding
Street Address: 191 Peachtree Street
City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00 160
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 110980
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Pamela A. Allen
Name of Person Signing Signature Date 9/24/98

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

DCOATES 00000133 110980 1495354 Do not detach this portion

Mail this to be recorded with required cover sheet information to:

DCOATES 00000132 1495354 Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 1757 FRAME: 0495

Authorized to revise box 3 to read "Security agreement" only
 and to change \$120.00 Special Expedite recording fee
 D. Russek
 Per Telephone 9-28-98
 09/28/1998 01 FC:484
 09/28/1998 01 FC:481

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 17th day of September, 1998 by HOME BUYERS RESALE WARRANTY CORPORATION, a Colorado corporation ("Grantor"), in favor of WACHOVIA BANK, N.A., a national bank, as agent for itself and certain other lenders from time to time party to the Loan Agreement defined below ("Agent");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantor, among others, has entered into a certain Loan and Security Agreement, dated of even date herewith, with the Agent (herein, as it may be supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security for the payment of all Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Agent in writing

of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Agent and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized under seal as of the date first above written.

HOME BUYERS RESALE WARRANTY
CORPORATION

By: Robert Y. Borham
Name: Robert Y. Borham
Title: President

Attest: [Signature]
Name: Michael G. Bartosch
Title: Ass't Secretary

On this September 17, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of Home Buyers Resale Warranty Corporation, a Colorado corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.


Notary Public

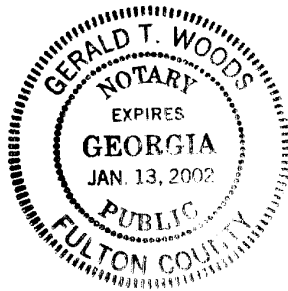


Exhibit A

Trademark

Trademark Number

United One Home Protection Corp.

1495354